1021; *Brown v. Woods* (1895) 2 Okla. 601, 39 Pac. 473. Where a county attorney was not required to be a lawyer, it has been held that disbarment did not disqualify him from the public office. *State v. Swan* (1899) 60 Kan. 461, 56 Pac. 750. And this is the ordinary rule where the public office is not limited to members of the bar. *State v. Peck* (1914) 88 Conn. 447, 91 Atl. 274. Obviously it does not apply to the situation disclosed by the instant case. See cases collected 20 Ann. Cas. 422, L. R. A. 1915A 663.

BANKRUPTCY—FOREIGN CREDITORS.—In 1899 the defendant delivered his note to the plaintiff in the province of Quebec where both parties resided. The note was discounted at a local bank and in 1900, the bank obtained judgment thereon against both parties. The plaintiff paid this judgment in 1902 and then attempted to enforce it against the defendant. The latter had emigrated to New Hampshire and in 1906 had filed voluntary bankruptcy proceedings and obtained a discharge. The debt in question was scheduled under the name of the bank, which had actual notice of the proceedings but did not participate in them. *Held,* that the plaintiff's claim was barred by the discharge in bankruptcy. *Morency v. Landry* (1919, N. H.) 108 Atl. 855.

No other decision on this precise point under the present Bankruptcy Act has been found. That it is beyond the power of state legislation to discharge by insolvency proceedings the debts of foreign creditors who have not participated in such proceedings is well settled, although whether the rule is based on constitutional or jurisdictional grounds is not always clear. *Baldwin v. Hale* (1863, U. S.) 1 Wall. 223; see (1893) 6 HARV. L. REV. 349. But that Congress may make a discharge in bankruptcy effective throughout the United States as to foreign creditors who thereafter bring suit in this country seems not to be questioned. The argument of the plaintiff did not deny the power of Congress, but contended, as a matter of the proper construction of the act, that such power had not been exercised. Under the act of 1867 there was a conflict among state decisions whether the discharge affected foreign creditors. *McDougall v. Page* (1882) 55 Vt. 187 (that it did not); *contra, Pattison v. Wilbur* (1873) 10 R. I. 448. In the principal case the court cites section 65d of the act as indicating that foreign creditors have provable claims, and reasons that therefore they are embraced within the language of section 17, which provides for the discharge. This construction is in harmony with one of the main purposes of the act, namely, to give honest debtors a new start in business life. In accord with it are a few lower federal court decisions under earlier statutes. See Loveland, *Bankruptcy* (2d ed. 1904) 756. It seems, however, that the discharge is only a local bar, and would not be effective if suit were brought beyond the jurisdiction of the United States. See *Moore v. Horton* (1884, N. Y. Sup. Ct.) 32 Hun, 393; *M'Millan v. M'Neill* (1819, U. S.) 4 Wheat. 209.

BILLS AND NOTES—ALTERATION—DETACHING NOTE FROM CONTRACT ALONG PERFORATED LINES.—The defendant ordered a bill of goods from a salesman, and on his representation to the defendant that the part of the order blank separated by perforations was not a note, but merely a specification of the method of payment, she signed it. The note was later torn off and indorsed to the plaintiff, who sued to collect. In the contract above the perforations there was a printed authorization to the payee to tear off the note. *Held,* that the plaintiff should not recover, because there was fraud in the procurement of the signature, a material alteration, and a failure of proof that the plaintiff was a holder in due course. *Stevens v. Barnes* (1919, N. D.) 175 N. W. 709.

It is clear that cutting or tearing off a part of an instrument, so that its character or operation is thereby changed, is a material alteration. *Palmer v. Largent* (1876) 5 Neb. 223; *Commercial Security Co. v. Hull* (1919, Tex. Civ.